



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

E	<input checked="" type="checkbox"/>	New	Vendor Code		Dept.		Contract Number	
M	<input type="checkbox"/>	Change			SC			
X	<input type="checkbox"/>	Cancel			SHR	A		
County Department					Dept.	Orgn.	Contractor's License No.	
SHERIFF					SHR	SHR		
County Department Contract Representative					Ph. Ext.		Amount of Contract	
Rod Hoops, Captain					(909) 387-0640		\$	
Fund	Dept.	Organization	Appr.	Obj/Rev Source	Activity	GRC/PROJ/JOB Number		
AAA	SHR	SHR		9565				
Commodity Code			Estimated Payment Total by Fiscal Year					
			FY	Amount	I/D	FY	Amount	I/D
Project Name								
Court Security FY03/04								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

Superior Court of San Bernardino County

hereinafter called COURT

Address

172 West Third Street

San Bernardino, CA 92415-0302

Phone

Birth Date

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIS AGREEMENT is entered into by and between the COUNTY OF SAN BERNARDINO, through the SHERIFF OF SAN BERNARDINO COUNTY (hereinafter referred to as "SHERIFF"), and the SUPERIOR COURT OF SAN BERNARDINO COUNTY (hereinafter referred to as "COURT").

WHEREAS, SHERIFF and COURT desire to work cooperatively to ensure the Court in San Bernardino County is safe and efficient; AND

WHEREAS, Assembly Bill 233 (the Lockyer-Isenberg Trial Court Funding Act of 1997) provides that the State of California is responsible for the cost of "court operations" as defined in California Government Code section 77003 and sections 69920-69927; AND

WHEREAS, SHERIFF and COURT desire to set forth the full and entire understanding of both parties regarding security functions within COURT'S boundaries and procedures for payment for the cost of such services by COURT;

IT IS THEREFORE AGREED AS FOLLOWS:

I. TERM AND DURATION:

- A. Effective Date. SHERIFF shall continue to provide courthouse security and other services enumerated in Section III of this agreement, as long as California law mandates such services. This agreement concerning such services shall be effective beginning July 1, 2003, and shall remain in effect for a period of three years (to June 30, 2006). In the event California law no longer mandates such services, this contract may be terminated by either party at any time, with or without cause, with 180 days of prior written notice to the other party. Any such termination shall coincide with the end of a calendar month. In the event of termination, each party shall fully pay and discharge all obligations in favor of the other accruing prior to the date specified for termination, and each party shall be released from all obligations or performance which would otherwise accrue subsequent to the date of termination. In the event either party provides written notice to terminate within 180 days of the expiration of this agreement (June 30, 2006), then said notice shall extend the duration of this agreement for that amount of time beyond the expiration date to satisfy the notification period timelines. Neither party shall incur liability to the other by reason of such termination.
- B. Retroactivity. Actions taken pursuant to this agreement may be approved retroactively by joint consent of the parties.

II. NOTICES:

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

Sheriff

Gary S. Penrod, Sheriff
San Bernardino County Sheriff's Department
655 East Third Street
San Bernardino, CA 92415-0061

Court

Presiding Judge, Superior Court
San Bernardino County
172 W. Third Street
San Bernardino, CA 92415-0302

III. SCOPE OF SERVICE:

- A. Courthouse Security. During the term of this agreement, SHERIFF shall provide superior court law enforcement and public safety services as defined in § 69921(e) and § 69922 of the California Government Code subject to provision of funds to Court for such purposes by the legislature, Judicial Council, and Administrative Office of the Courts (AOC), and as provided in the respective security plans provided to the Administrative Office of the Courts by SHERIFF and COURT. This includes, but is not limited to, in-court security for judicial officers, courtroom staff, and all those who attend court; the control of persons in custody while in court facilities; the enforcement of judicial directives in the courtroom and other actions or services traditionally described as the duties of a "bailiff." SHERIFF shall retain control of defendants in the courtrooms who are currently being housed at a Sheriff's Detention Facility and take control of all persons remanded to the custody of SHERIFF. SHERIFF shall provide security deemed necessary to meet emergencies, judicial threats,

fire alarms, bomb threats, hostage situations, hazardous spills, and acts of God. Services to be performed may include other duties as mutually agreed upon by both parties.

- B. Support Services. SHERIFF may be reimbursed for professional staff expenditures in support of court security services such as payroll, human resources, information systems, accounting and budgeting as allowed by the Superior Court Law Enforcement Act of 2002, subject to provision of funds to Court for such purposes by the legislature, Judicial Council, and AOC.
- C. Employment Status. Any person employed to perform the above services and functions pursuant to this agreement with COURT shall be SHERIFF'S employees. No COURT employee shall be supervised by or deemed an employee of SHERIFF, to include those personnel serving under contractual agreement with COURT to provide security screening services.
1. The management, direction, and supervision of court security services and public safety protection, standards of performance, discipline of deputies, and other matters incident to the performance of such services shall remain in the sole discretion of SHERIFF. SHERIFF shall be the appointing authority for all personnel provided to COURT by this agreement. SHERIFF shall appoint a Deputy Chief to manage operations. SHERIFF shall consult with and consider input from COURT regarding SHERIFF'S appointment of future Deputy Chiefs to manage Court Security operations.
 2. SHERIFF acknowledges that COURT requires standards of performance, which demonstrate professional excellence in the execution of duties and interpersonal relations between COURT employees and all persons utilizing the services of COURT. Therefore, except for temporary bailiff assignments, the judge shall select and retain the regularly assigned bailiff to his/her courtroom from a pool of candidates submitted by the Court Services Deputy Chief or his designee. Also, the judge may have a bailiff to his/her courtroom removed, and may select another regularly assigned bailiff to his/her courtroom from a pool of candidates submitted by the Court Services Deputy Chief or his designee. If a temporary bailiff is removed from a courtroom at the request of a judge, another temporary bailiff shall be assigned to the court by the Court Services Deputy Chief, or his designee. The regularly assigned bailiff to a courtroom shall not be transferred/reassigned by SHERIFF without the approval of the judge except for exigent circumstances, with the approval of the Court Services Deputy Chief or SHERIFF, or
 - a) Disciplinary action or substandard performance within the Sheriff's Department; or
 - b) Promotions or other career advancement opportunity for the bailiff; or
 - c) Transfer/reassignment request by the bailiff; or
 - d) When the judge is away from court; or

- e) When bailiff services are not required by the judge, in which event the bailiff may be temporarily reassigned other duties by the Court Services Deputy Chief or his designee.
- 3. Unless otherwise provided by law, all courtroom bailiffs and custody officers are to have full peace officer status as defined in California Penal Code section 830.1.
- D. Dispute Resolution. Operational issues which do not impact funding or service changes shall be resolved by the appropriate COURT representative and SHERIFF'S representative responsible for the particular court location. Parties shall meet in good faith to resolve the issues to the mutual satisfaction of all concerned.
- E. Activities Outside the Court Function. Court security duties eligible under the "Superior Court Law Enforcement Act of 2002" shall be strictly followed as set forth by the Judicial Council of California, Administrative Office of the Courts (AOC). All other activities shall be funded from appropriate revenue and County general funds.
- F. Training. COURT shall not be responsible for the costs of basic or generalized mandated Peace Officers Standards and Training (P.O.S.T.) (i.e., basic academy, etc.) for law enforcement personnel, including positions designated for Court Security. Nor shall COURT be responsible for the costs of recruitment and selection of Court Security personnel.
 - 1. Subject to provision of funds to Court for such purpose by the legislature, Judicial Council, and AOC. COURT shall fund the costs of (a) mandated continuing Peace Officers Standards and Training (P.O.S.T.) for personnel on active assignment to Court Security, and (b) any specialized training specific to a Court Security assignment for personnel on active assignment to Court Services, as agreed upon by COURT and the Court Services Deputy Chief on an annual or as needed basis.
- G. Labor Shortage. In the event of a work slow-down, strike, or any other form of job action by those individuals assigned to court security, SHERIFF agrees to provide only that minimal level of service agreed to by COURT and SHERIFF.
- H. Detention Facilities. COURT recognizes that SHERIFF maintains responsibility for the policies and procedures associated with the management of detention facilities and the application of inmate rules and regulations in accordance with Titles 15 and 24 of the California Code of Regulations, to include all Court Holding operations.

IV. LEVEL OF SERVICE:

- A. SHERIFF agrees to provide court security staffing at service levels approved and funded by COURT in accordance with the preceding guidelines and approval by COURT, at the level specified in Attachment A, attached hereto and incorporated herein by this reference. SHERIFF agrees to track and invoice for recoverable expenditures in accordance with the guidelines established by the "Superior Court Law Enforcement Act of 2002."

- B. Variation in Level of Service. Variation in the level of service shall be made by amendment, as provided for in Section X of this agreement. In the event funds provided to COURT by the legislature, Judicial Council and AOC are not sufficient to sustain the level of services set forth in "Attachment A" of this agreement, SHERIFF shall retain absolute discretion to re-deploy and/or eliminate Court Security positions employed by SHERIFF, unless otherwise funded by the Court.
- C. Deputy Absenteeism/ Additional Security Staffing. As a result of the COURT's limited security budget allocated by the State, and because COURT is only responsible for those security costs allowable under California Government Code sections 69920-69927, it is necessary for SHERIFF and COURT to minimize overtime costs for Court Services to the greatest extent possible. Accordingly, SHERIFF and COURT agree that in the event a SHERIFF'S employee assigned to Court Security duty is absent and COURT requires replacement staffing, or additional staffing is required to fulfill allowable security costs, SHERIFF shall make a diligent effort to provide replacement or additional staff by first redeploying existing court deputies to cover such absences or additional staffing needs, in order to minimize overtime costs to COURT. Except for exigent circumstances, prior to utilizing deputies outside of the Court Services Bureau for Court Security, SHERIFF shall consult with the Supervising Judge of the affected court facility to best utilize all available Court Security Deputies. SHERIFF shall promptly report all overtime expenses incurred to the Supervising Judge of the affected court facility. SHERIFF shall also promptly provide a regular written report of all overtime incurred, including the reasons such overtime was incurred, to the COURT's Deputy Court Administrative Officer in charge of Fiscal Affairs as soon as possible; but, in no event, later than 90 days after the overtime was worked.
- D. Additional Security Services. SHERIFF shall continue to provide, at no charge to COURT, services of the Special Weapons and Tactics (SWAT) Team, Crisis Negotiation Team, Arson/Bomb Unit, K-9 units, Scientific Investigations Division, Intelligence Division, Crime Impact Team and investigators as needed for complex criminal investigations, including judicial threats and judicial protection, when such services are deemed necessary by SHERIFF.
- E. Enhanced Security Services. SHERIFF may utilize Court Security deputies to provide enhanced security to court personnel and bench officers as necessary when responding to alarms and other calls for assistance at locations within and immediately surrounding a court facility.

V. EQUIPMENT:

- A. Equipment. COURT shall pay the initial costs of all personal safety equipment for newly created positions in Court Services above those set forth in Attachment A. Subject to provision of funds for such purposes by the legislature, COURT agrees to provide repairs, maintenance, and replacement of such safety equipment as necessary, to the extent authorized by sections 69920-69927 of the California Government Code.
- B. Security Screening Equipment Recommendations. As the security provider for COURT, SHERIFF may be consulted prior to the COURT's purchase of any security-screening

equipment. SHERIFF may assist in researching and recommending appropriate security-screening equipment to be utilized by COURT.

VI. NEW COST ITEMS:

- A. New cost items are defined as follows:
 - 1. The addition of judicial officers, assignment of judge pro-tems, and visiting or temporarily assigned bench officers above the number of judicial positions set forth in Attachment A.
 - 2. The construction of new courthouses or the addition of new courtrooms to existing courthouses, to the extent the total number of filled judicial positions exceeds the number of judicial positions set forth in Attachment A.
 - 3. New or replacement security equipment, or other security enhancements, approved in advance by COURT.
- B. Subject to provision of funds to Court for such purposes by the legislature, Judicial Council, and AOC, COURT shall be responsible for such new cost items to the extent authorized by sections 69920-69927 of the California Government Code.
- C. Subject to provision of funds to Court for such purpose by the legislature, Judicial Council, and AOC, and subject to the terms of Section VII, Paragraphs A and B, COURT agrees to provide additional funding to SHERIFF for any additional actual personnel costs incurred by SHERIFF, and approved or accepted in advance by COURT, to the extent authorized by sections 69920-69927 of the California Government Code.
- D. Any requests for any cost increases pursuant to this agreement shall be in writing and addressed to the Presiding Judge of the Superior Court and the Court's administrative committee. Any such requests must comply with California Government Code sections 69920-69927. Any such request must include information and data consistent with that required by the Judicial Council and State Trial Court Budget Commission (TCBC) for budget requests. If any such request would result in staffing levels above those authorized, justification must be provided as to the need for exceeding the authorized levels.

VII. COMPENSATION:

- A. Payment Basis. COURT shall reimburse SHERIFF for the actual costs of rendering services pursuant to this agreement and as allowed by law. Actual personnel costs of providing services pursuant to this agreement shall be determined by the salary and benefits of such personnel, as set forth in the most current Memorandum of Understanding (MOU) for such personnel between County employees and the County of San Bernardino, so long as such determination continues to be consistent with the standards set forth by the legislature, Judicial Council, and TCBC. Reimbursement for mileage may only be obtained in accordance with contract law enforcement template guidelines, as defined in sections 69920-69927 of the California Government Code, and subject to provision of funds to Court for such purposes by the legislature, Judicial Council, and AOC. COURT shall reimburse SHERIFF for security-related expenses and contracts as listed on Attachment A. COURT

shall be fully responsible for all costs of services provided hereunder and additional security expenses, as defined in this agreement. Notwithstanding the notification provisions of Section I (A) of this agreement, COURT agrees to satisfy payment for all Court Security services incurred prior to the date that funds provided to the COURT by the legislature, Judicial Council and AOC for public safety services are no longer available or reduced.

- B. Establishment of Costs. The costs to be charged to COURT by way of salary and benefits for Court Services personnel shall be adjusted periodically to reflect any changes, due to changes in the MOU for such personnel between County employees and the County of San Bernardino, in the actual cost to SHERIFF for providing services hereunder. COURT shall be notified of any change in costs to be charged COURT prior to final approval of any such changes in the MOU between County employees and the County of San Bernardino. COURT shall be given the opportunity to review proposed changes with SHERIFF. COURT shall, thereafter, be notified of adoption by the County of any such modification in the MOU between County employees and the County of San Bernardino. Such adjusted costs to COURT shall take effect on the same date as SHERIFF incurs such adjusted cost. In the event COURT is unable or unwilling to pay any such additional costs, COURT and SHERIFF shall meet, confer, and discuss the options available to each. COURT and SHERIFF may enter into an additional agreement regarding such costs and related services, subject to the approval of the Board of Supervisors. Nothing in this section shall circumvent the legislative intent of sections 69920-69927 of the California Government Code; all costs recovered by SHERIFF from the COURT for actual expenditures are subject to the statutory requirements of the "Superior Court Law Enforcement Act of 2002."
- C. Payment of Costs. SHERIFF shall bill COURT on a monthly basis for services provided by SHERIFF, with billings for overtime costs submitted as soon as possible; but in no event, greater than 90 days after overtime has been worked. SHERIFF shall submit appropriate time records for all services provided/billed. COURT shall make payment on said bills in a reasonable and timely manner, not to exceed 30 days from COURT'S receipt of a bill, unless otherwise mutually agreed upon by both parties.
- D. Billing Dispute. In the event of a billing dispute, the affected Sheriff's Commander and COURT'S Deputy Executive Officer, Finance and Administration, shall meet and confer within ten days of communicated notice of the dispute, in an attempt to resolve the dispute. In the event no agreement can be reached, the Sheriff or his designee, and the Presiding Judge or his designee shall meet and resolve the dispute.

VIII. AUDITS:

- A. Ability to Conduct. Audits may be conducted by any party to this agreement, by the County Auditor, by any other parties authorized by law, or as mutually agreed upon by both parties. The costs of the audit shall be the responsibility of the requesting party.
- B. Sheriff. SHERIFF shall make available personnel time records, contractual security records, and other records used to justify reimbursement to COURT within a reasonable period of time, not to exceed 30 days from the date of such request.

IX. MEMORANDA OF UNDERSTANDING:

If requested by COURT or by SHERIFF, a memorandum of understanding shall be entered into by and between COURT and SHERIFF with respect to any question relating to the provision of services under this agreement. This memorandum shall set forth the question raised and resolution agreed upon between COURT and SHERIFF. No such memorandum shall have the effect of altering any of the provisions of this agreement. In the event of any inconsistency between the terms of such memorandum and the terms of this agreement, the terms of this agreement shall govern.

X. AMENDMENT OR ALTERATION OF TERMS:

No addition to, or other alteration of, the terms of this agreement, by the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this agreement which is formally approved and executed by both parties.

XI. ENTIRE AGREEMENT:

This agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof, and shall supersede any and all prior agreements and understandings, oral or written.

XII. APPLICABLE LAW:

- A. California law shall apply to any dispute or interpretation of terms contained in this agreement.
- B. Severability. If any provision in this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

COUNTY OF SAN BERNARDINO

Superior Court of San Bernardino County

(Print or type name of corporation, company, contractor, etc.)

► _____
Dennis Hansberger, Chairman, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____

Name Michael Welch
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Title Presiding Judge
(Print or Type)

Clerk of the Board of Supervisors
of the County of San Bernardino.

Dated: _____

By _____
Deputy

Address 172 West Third Street

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
▶	▶	▶
County Counsel, by Dennis Tilton, Deputy		Department Head
Date	Date	Date

ATTACHMENT A

COURT SECURITY AGREEMENT STAFFING LEVELS FY03/04

COURT SECURITY SERVICE LEVEL:

Lieutenants	4.0
Sergeants	7.5
Deputies	140.0 ²
Total Court Security:	151.5

JUDICIAL POSITIONS:

Judges	63 ¹
Commissioners	11
Assigned Judges	5
Permanent Pro Tems	1
Total Judicial Positions:	80

¹ Two Judicial positions added effective December 1, 2001.

² Three Deputy positions added effective January 26, 2002.
07/01/03